

# *CITY COUNCIL*

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## ***Public Works Committee***

**Monday, April 18, 2011**

**Agenda**

**5:00 p.m.**

### **COMMITTEE OF THE WHOLE**

#### **1. Community Development Payment System Update**

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**Committee Members: M. Goodman-Hinnershitz Chair, D. Sterner, S. Marmarou**

*Although Council committee meetings are open to the public, public comment is not permitted. However, citizens are encouraged to attend and observe the committee meetings. Comment from citizens or professionals during the meeting may be solicited on agenda topics via invitation by the Committee Chair.*

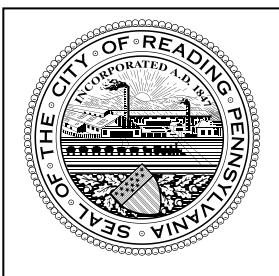
- I. Buttonwood Gateway Area – Develop Integrated Plan**
- II. Memorandum of Understanding – Reading Beautification**
- III. Update Recreation Commission**
- IV. Traffic Issues**
  - **Request for Stop Sign at S 17<sup>th</sup> and Haak Sts**
  - **Request for Traffic Signal at 5th and Bingaman**
  - **Removal of multiple cross walks at College Ave & Bern St (Albright)**
- V. Stormwater Permitting and the Wyomissing Creek Watershed**
- VI. Water and UGI Project Completion (Cotton St & 11<sup>th</sup> St)**

## **VII. 2011 Budget Follow-Up Items**

1. Seek sponsorships for parks and park maintenance
2. Consider taking on Met Ed street lights
3. Need to address \$1.5 M for capital repair work to Library over next 3 years

### **Follow-up Issues:**

- **Stormwater Utility**
- **Former Police Academy Building**
- **Establish and Enforce a Utility Cut Program (PW 15)**
- **Fleet Maintenance Contract with Neighboring Municipalities (PW 03)**
- **Inventory of Lease Agreements (PW11)**



# *CITY COUNCIL*

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## *Public Works Committee*

***Monday, March 21, 2011***  
***Meeting Report***

**Committee Members Attending:** S. Marmarou, D. Sterner, M. Goodman-Hinnershitz Chair

**Others Attending:** S. Katzenmoyer, C. Jones, F. Denbowski, O. Smith, E. Lloyd, B. Twyman, A. Mukerji

The Public Works Committee meeting was called to order at 6:16 pm.

### **Memorandum of Understanding - PermaCultivate**

Mr. Lloyd reviewed the memorandum of understanding. He stated that he has spoken with Kyle Zeiber several times and Mr. Zeiber now supports the project. He stated that the memorandum needs clarification on maintenance and upkeep. PermaCultivate would be willing to perform some maintenance as an in-kind contribution. He stated that PermaCultivate would respect the current operations from the greenhouse and have been designated with a storage area.

Mr. Denbowski stated that the draft needs to be further revised based on feedback from Mr. Zeiber. He stated that the solicitor has reviewed and approved the memorandum and stated that the Mayor can sign the memorandum without Council approval. He requested that the Public Works Committee recommend the signing of the Memorandum.

Ms. Goodman-Hinnershitz suggested that the full body of Council be updated on this issue before the memorandum is signed.

Mr. Denbowski stated that this memorandum is for a one year period while the long-term

lease is negotiated.

Mr. Marmarou questioned the status of the Friends of the Greenhouse. Ms. Goodman-Hinnershitz explained that this group has disbanded but that Berks Urban Greenery (BUG) and the City use the greenhouse.

Ms. Goodman-Hinnershitz questioned if PermaCultivate could do seasonal sales such as poinsettias from the greenhouse. Mr. Lloyd was agreeable. Mr. Twyman stated that PermaCultivate is working with BUG and is willing to work with the City for park plantings.

Ms. Goodman-Hinnershitz stated that the City parks would benefit from additional plantings.

Mr. Lloyd stated that a future vision of PermaCultivate is to revitalize the rose garden area of City Park with perennials and low maintenance plants.

Mr. Mukerji stated that PermaCultivate is also interested in Parcel 32 on Canal Street for urban farming.

Mr. Smith stated that partnerships are needed throughout the City but that long-term leases must be closely monitored and carefully considered. He stated that Reading school children need more hands-on learning opportunities and suggested that this group also inquire about Angelica Park.

Mr. Mukerji stated that the Redevelopment Authority is supportive of PermaCultivate at Parcel 32. However, he stated that his mission is to get the highest and best use for a parcel and if another opportunity presents itself, PermaCultivate's lease will be terminated in 14 days.

Mr. Lloyd requested a copy of the lease agreement for Friends of the Greenhouse. Ms. Katzenmoyer stated that she will research to determine if a copy is on file.

Ms. Goodman-Hinnershitz questioned if PermaCultivate would hold an event to celebrate its opening. Mr. Lloyd stated that that would.

Mr. Mukerji suggested that Mr. Lloyd explain about the food composting. Mr. Lloyd explained that the group will only compost waste items from the greenhouse site. He stated that they will not bring waste in from other areas but they need to create healthy soil.

Ms. Goodman-Hinnershitz requested that this be discussed at the March 28 Committee of the Whole meeting before it is signed by the Mayor.

### **Inventory of Lease Agreements**

Mr. Jones stated that he had nothing new to report.

Mr. Marmarou questioned what would be done with groups who are not making their lease payments.

Ms. Goodman-Hinnershitz stated that she and the Mayor will be meeting with representatives of East Ends to determine their sustainability.

Mr. Jones pointed out that the current lease agreement was recently re-negotiated but that they have not made any recent payments.

### **Recreation Commission Update**

Ms. Goodman-Hinnershitz stated that the process is moving forward in a very positive way.

Mr. Denbowski stated that the largest unknown at this point is the financing. The City contribution will be approximately the funding level of the 2009 budget. He stated that the two current recreation employees will not be able to carry their healthcare and pension with them if they choose to transfer to the Commission. He stated that the draft agreement is based on several meetings with Sue Landes.

Mr. Denbowski stated that it is hoped that the School District will discontinue charging a fee for use of facilities and will pay the healthcare expenses of the two current employees if they chose to transfer to the Commission.

Mr. Denbowski reviewed the number of Commission members and how they would be appointed.

Mr. Sterner questioned how this would benefit the recreation program. Mr. Denbowski stated that it will allow the resumption of the summer playground program which would start many other opportunities.

Ms. Goodman-Hinnershitz noted that the anticipated decrease in CDBG funding will change the City's ability to run recreation programs.

Mr. Denbowski stated that the School District could also provide park security and increase funding for recreation. He stated that both parties will also make in-kind contributions.

Ms. Goodman-Hinnershitz stated that having two parties involved places more resources on the table. She stated that some Council members have requested additional City representation. She stated that if this is done, the same increase must be allotted to the School District. She warned that if the Commission becomes too large it may become ineffective.

Mr. Jones questioned if the agreement dealt only with recreation or if it also pertained to park maintenance. Mr. Denbowski stated that any maintenance is basically janitorial services. Mr. Smith added that other maintenance may be added in the future depending on the growth of the Commission.

Ms. Goodman-Hinnershitz noted that maintenance is critical. She noted the need to specify which entity is performing what function at each park.

Mr. Sterner questioned if playground associations would continue to exist under the Commission. Mr. Denbowski stated that the City will continue to own all parks and playgrounds and would encourage playground association involvement.

Ms. Goodman-Hinnershitz noted that it will take time to revitalize the recreation programs but that both entities are committed. She noted the need to communicate with those who currently have agreements with the City that changes may be needed. She stated that not all change is negative.

Mr. Smith stated that agreements would be reviewed on a case-by-case basis.

Mr. Denbowski stated that the Commission cannot break any current agreements but can make amendment recommendations to Council.

### **Follow Up Items**

- Fleet Services

Mr. Jones stated that the City will be reaching out to surrounding municipalities to offer fleet maintenance. He stated that one municipality is very interested and that the City currently performs fleet maintenance for DID and the Reading Phillies. He stated that negotiations were underway to maintain Reading School District vehicles but that union issues have prevented

that. He stated that some County departments are also interested.

Mr. Sterner questioned if the City had the capacity to add these services. Mr. Jones stated that there is ample space but that additional employees will be needed.

The Public Works Committee adjourned at 7:05 pm.

Respectfully submitted by  
*Shelly Katzenmoyer*, Deputy City Clerk

Program Title: Reading Beautification, Incorporated  
Lead agency: City of Reading  
Date: 2/1/11

## Memorandum of Understanding

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### I. History of Relationship

The City of Reading has established a good working relationship with the Reading Beautification, Incorporated (RBI), a Pennsylvania nonprofit corporation. RBI and the City share an Understanding that allows RBI to operate its Corporate offices at City Hall, 815 Washington Street, Reading, PA. 19601.

### II. Roles and Responsibilities

#### Reading Beautification will:

- Supervise volunteers and staff to assist in operating the *Great American Clean-Up* during office hours.
- RBI's use of the building during evening or weekend's will be subject to prior approval by the Mayor's Office.
- RBI will provide all necessary office supplies and program materials related to its operations.
- RBI will provide a certificate of insurance of \$1 million naming the "City of Reading" as co-insured.
- The City will have priority use of the facility.
- Failure to be in compliance will result in termination of this Understanding.

#### The City of Reading will:

- Provide rooms with office furniture, telephone, (formally Solid Waste offices) for RBI to operate during office hours.
- Possibly assist in garbage removal and recycling service for all materials collected during the Great American Clean-Up 2011.
- No part of this memorandum will conflict with any existing agreements.
- Failure to be in compliance will result in termination of the understanding.



### **III. Reporting**

- Any correspondences or communications regarding this Memorandum of Understanding will be directed toward the following agency representatives:
  - On behalf of Reading Beautification Incorporated:
    - Nigel Walker, Executive Director, Reading Beautification Incorporated P.O. Box 12427  
Reading PA 19612 or via telephone at 484 334-4478 or via electronic mail at  
n.camden@hotmail.com
  - On behalf of the City of Reading:
    - Frank Denbowski, Chief of Staff, Mayor's Office, City of Reading 815 Washington Street  
19601 or via telephone 610 655-6234 or via electronic mail  
frank.denbowski@readingpa.org.

AGREEMENT OF COOPERATION

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF READING, PENNSYLVANIA, hereinafter called "City;" and the READING SCHOOL DISTRICT, PENNSYLVANIA, hereinafter called "School District;" WITNESSETH:

WHEREAS, the Intergovernmental Cooperation Act (53 Pa. C.S. Section 2301 et seq., herein called the "Act") permits municipalities (under the Act the term "municipality" includes school districts) to enter into agreements to cooperate in the exercise or performance of their respective functions, powers or responsibilities, including recreation and parks activities; and

WHEREAS, the City and the School District believe that the citizens of the City of Reading will benefit from a jointly supported recreation program, which program shall comply with all applicable laws; and

WHEREAS, the purpose of the Agreement is to provide a framework and mechanism to adequately and efficiently maintain community recreation services and facilities and to organize, manage and supervise recreation programs, with a primary focus and emphasis on recreation programs for youth, within the political boundaries of the City and the School District; and

WHEREAS, the City and the School District are legally authorized to enter into such an Agreement for the joint support of a recreation program.

NOW, THEREFORE, the City and the School District, intending to be legally bound hereby, for and in consideration of the mutual covenants herein contained, for themselves and each of their successors and assigns, agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein as if fully set forth.
2. Definitions. As used herein, the following terms shall have the following meanings:
  - (a) "Commission" shall mean the Reading Recreation Commission, to be established by Ordinance of the City and Resolution of the School District.
  - (b) "City" shall mean the City of Reading or any authority, commission, bureau, agency or subdivision thereof.

- (c) "School District" shall mean the Reading School District or any authority, commission, bureau, agency or subdivision thereof.
  - (d) "Property of the School District" or "Property of the City" shall mean the land, improvements, buildings, fixtures and equipment of the School District or the City.
3. Commission Authorization. The City and the School District hereby authorize the creation of the Reading Recreation Commission (herein called "Commission"), which shall direct, manage and administer a recreation program pursuant to this Agreement and all amendments thereto.
4. Commission Representation. The Commission shall consist of eleven (11) members, as follows:
- (a) The School Board shall appoint two (2) members of the Commission who shall be members of the School Board. Such persons shall serve as members of the Commission at the pleasure of the School Board for an indefinite term.
  - (b) The School Board, upon recommendation of the Superintendent of Schools, shall appoint two (2) members of the Commission, both of whom shall be residents of the City and none of whom shall be employees of the City, School District or Commission and none of whom shall be elected or appointed members of any other board, commission or agency, the members of which are elected or appointed by the City or School District. Each such member shall serve for a term of three (3) years, expiring on December 31, except that the initial terms of such members shall expire on December 31, 2012 and 2013. Such members may be reappointed as members of the Commission. Such members may be removed from office at any time for cause or at any time upon recommendation of the Superintendent of Schools approved by the School Board.
  - (c) The Superintendent of Schools shall appoint one (1) member of the Commission who shall be a School District administrative staff member. Such person shall serve as a member of the Commission at the pleasure of the Superintendent of Schools for an indefinite term.
  - (d) The City Council shall appoint two (2) members of the Commission who shall be members of the City Council. Such persons shall serve as members of the Commission at the pleasure of the City Council for an indefinite term.
  - (e) The City Council, upon recommendation of the Mayor, shall appoint two (2) members of the Commission, both of whom shall be residents of the City and none of whom shall be employees of the City, School District or Commission and none of

whom shall be elected or appointed members of any other board, commission or agency, the members of which are elected or appointed by the City or School District. Each such member shall serve for a term of three (3) years, expiring on December 31, except that the initial terms of such members shall expire on December 31, 2012 and 2013. Such members may be reappointed as members of the Commission. Such members may be removed from office at any time for cause or at any time upon recommendation of the Mayor approved by the City Council.

- (f) The Mayor shall appoint one (1) member of the Commission who shall be a City administrative staff member. Such person shall serve as a member of the Commission at the pleasure of the Mayor for an indefinite term.
- (g) The City Council, upon recommendation of the Mayor, and the School Board, upon recommendation of the Superintendent of Schools, shall appoint one (1) additional member of the Commission, who shall be a resident of the City and who shall not be an employee of the City, School District or Commission and who shall not be an elected or appointed member of any other board, commission or agency, the members of which are elected or appointed by the City or School District. The appointment of such member shall alternate between the City Council and the School District. The initial appointment of such member shall be by the City Council, upon recommendation of the Mayor. Such member shall serve for a term of three (3) years, expiring on December 31, except that the initial term of such member shall expire on December 31, 2014. When the initial term of office expires, the appointment of such member shall be by the School Board. Such member may be reappointed as a member of the Commission by either the City Council or School Board. Such member may be removed from office at any time for cause or at any time upon recommendation of the Mayor approved by the City Council or by recommendation of the Superintendent of Schools approved by the School Board.
- (h) Vacancy. Any vacancy on the Commission (whether by reason of death, disqualification, resignation or removal of a member thereof) shall be filled by the School Board, Superintendent of Schools, Mayor or City Council as shall be applicable. Any vacancy in a term of office of a resident appointed by City Council upon recommendation of the Mayor or School Board upon recommendation of the Superintendent of Schools shall be filled for the unexpired term of office. If a Commission member who is required to maintain his or her residence in the City ceases to be such a resident, his or her membership shall terminate automatically, and his or her position on the Commission shall be declared vacant. When a Commission member who is required to be an elected member of the City Council or School Board or an administrative staff member of the City or School District is no

longer serving as such an elected official or employee, his or her membership on the Commission shall terminate automatically.

- (i) Attendance. The Commission may request the removal of any member by the City and the School District for a repeated lack of attendance at meetings. Any member missing three (3) consecutive meetings, unexcused, or attending less than 50% of regularly scheduled meetings during one calendar year is subject to the Commission's recommending that the member be removed for cause. The City and the School District have the absolute and final authority to either remove or not remove the member from the Commission.

#### 5. Duties of Commission – Powers.

- (a) Purpose. The Commission shall organize, supervise, administer, maintain and operate a recreation program for the residents of the City of Reading with a primary focus and emphasis on offering affordable sports, recreation and learning opportunities for Reading youth. The program, functions and powers of the Commission shall be those as delegated to the Commission by the City Council and the School Board and as otherwise permitted by law.
- (b) Employment of Personnel. The Commission may, for the purposes of carrying out its purposes, employ and terminate such personnel as it shall deem proper. The compensation of such personnel shall be fixed by the Commission. All employees of the Commission shall be paid through the Commission. All existing City recreation division employees shall become Commission employees. The Commission shall employ an Executive Director ("Director"), who shall serve at the Commission's pleasure, subject to any contractual stipulations and who shall be responsible for the selection and hiring of all other personnel, including supervisors, instructors and leaders. All Commission employees shall be required to possess Act 151 and Act 34 clearances prior to their start of employment. The Director shall be required to attend and make reports at all regular and special meetings of the Commission and may participate in any discussion undertaken during such meetings, but shall have no voting rights with respect thereto and shall not be entitled to vote at any such meeting. Executive sessions of the Commission may be held without the attendance of the Director only to determine the performance evaluation, or compensation, of the Director, at the discretion of the Commission. The Director will be entitled to attend all other executive sessions of the Commission.
- (c) Conduct of Business. The Commission shall establish its own form of organization and appropriate rules and regulations for the conduct of its business, including

adopting its own by-laws. Said by-laws shall incorporate any and all provisions set forth in this Agreement with regard to the conduct of Commission business and shall be reviewed and commented upon by the governing bodies of the City and the School District. The Commission shall receive administrative support from the City and the School District for all matters with respect to its duties.

- (d) Officers. The Commission shall elect a Chairperson, Vice Chairperson, Secretary and Treasurer from the membership of the Commission. The Chairperson shall act as chair at all duly called meetings and shall be empowered to execute, together with an attestation by the Secretary, all legally binding documents on behalf of the Commission. The Vice Chairperson shall serve in the absence of the Chairperson. The Secretary or his/her designee shall record the Commission's actions and be custodian of the Commission's records. The Treasurer or his/her designee shall receive and expend all Commission funds and shall keep an accounting of all of the Commission's finances including, but not limited to, employee payroll. The Treasurer shall also present monthly reports regarding the finances of the Commission to the Commission members. The Commission shall organize annually at the first meeting of each year, which shall be held in January. All officers shall be elected at the Commission's January organizational meeting and serve a one (1) year term of office, expiring December 31. If an officer ceases to be a member of the Commission, a successor shall be elected.
- (e) Commission Meetings. The Commission shall have regularly scheduled monthly meetings. The Chairperson of the Commission may, when he or she deems it necessary or desirable, and shall, upon the request of four members of the Commission and/or the Director, call a special meeting of the Commission for the purpose of transacting any business designated in the call of the meeting. The call for any regular and special meeting shall be in accordance with the Pennsylvania Sunshine Act.
- (f) Quorum. When a majority of Commission members [six (6) or more members] are present at a Commission meeting, a quorum will be met, and official actions may be taken.
- (g) Voting. Each member of the Commission shall have one (1) vote.
- (h) Establishment of Advisory Committees. The Commission may establish advisory committees as deemed necessary or desirable for the operation of the Commission. The number of advisory committees and members assigned to the committees shall be established by the entire Commission.

- (i) Annual Report/Audit. The Commission shall submit an annual report and financial audit of its activities to the City and the School District on or before April 1 of each year.

6. Finances.

- (a) Fiscal Year – Budget. The Commission shall prepare an annual accounting to include all of its financial operations and activities on a calendar year basis beginning on January 1 of each year. On or before October 1 of each year, the Commission shall prepare a budget, which budget shall include in detail the costs and expenses expected to be incurred by the Commission in the performance of its duties for the succeeding calendar year. Such budget shall also include the amounts of income or funds which the Commission expects to receive from sources other than the City and the School District. Any remaining income or funds which the Commission budgets as necessary for the performance of its duties shall be budgeted as cash contributions to be received from the City and the School District in accordance with paragraph 8 hereof. Such budget shall not include any expenditure for any item agreed to be an in kind contribution pursuant to paragraph 7 hereof. The budget shall be available for review at any time by the City and the School District. Any excess funds remaining after the conclusion of a calendar year shall be applied to the fund balance of the Commission or used for such other purposes as the Commission may determine and approve at a regular or special meeting.
- (b) Approval of Contribution Amount. The contribution amount shall be submitted to the City administration and the City Council for approval and to the School District administration and the School Board for approval on or before October 1 of each year. Upon approval of the contribution amount by the City Council and the School Board, the City Council and the School Board shall cause the City and the School District to contribute to the Commission their respective cash contributions as shown in the budget and as computed in accordance with paragraph 8 hereof. No increase in the amount of the current cash contribution shall be effective if disapproved by the governing body of the City or School District prior to the end of October of each year. Such disapproval shall be immediately communicated orally or in writing to the other participant and to the Commission. Contributions by the City and the School District shall not exceed an increase of more than five (5%) percent of the previous year's contribution without unanimous approval of the City Council and the School Board. If the contribution amount has not been so approved by January 1 of the next calendar new fiscal year, the prior year's contribution shall remain operative until such approval has been given to the Commission.

## 7. In Kind Contributions.

- (a) Property. The City and the School District agree to make available without charge for use by the Commission the real property, herein called "Property," of the City and the School District when the use of the Property by the Commission will not interfere with or conflict with the usage thereof by the City or the School District or by third parties which have been granted permission to use the Property by the City or the School District, or be contrary to any legal restrictions or obligations relating to the use of the Property. The City and the School District shall have full control over whether or not to grant permission to the Commission for use of any Property.
  - (1) The in kind contribution shall include in accordance with the terms of this Agreement:
    - (A) The use of the Property of the City, including the office location for the Commission at the 3<sup>rd</sup> and Spruce Street Recreation Center;
    - (B) The use of the Property of the School District;
    - (C) The contribution of the costs and expenses related to or associated with the Property, including building and grounds maintenance, repair, insurance, air conditioning, police and fire protection, water, sewer, utilities and all other items of cost and expense.
  - (2) The in kind contribution shall not include the costs and expenses for janitorial services, clean-up or special property protection with respect to a specific event of the Commission which are incurred only because of the Commission's use of the Property. These costs and expenses of the City or the School District shall be included in the Commission's budget and reimbursed by the Commission.
- (b) Maintenance of Property. The City and the School District agree to be responsible for and maintain all Property that they own and that are used by the Commission in a safe and reasonable condition.
- (c) Capital Improvements. The City and the School District agree to be responsible for capital improvements to facilities and Property that they own and further agree that the Commission shall not be responsible for making any such capital improvements.
- (d) Existing Agreements. This Agreement and the duties of the Commission hereunder shall not interfere with any existing lease agreements or licenses among the City or the School District or by and between the City and the School District and any third party. Any such agreements or licenses shall remain in full force and



effect, and the powers and duties of the Commission are subject to any such agreements or licenses.

- (e) Rules and Regulations. The School District and the City may adopt and enforce reasonable rules and regulations relating to the Commission's use of their respective Property; provided that such rules and regulations shall not require the Commission's expenditure of funds for services or items agreed to be contributed in kind.
- (f) Solicitor Services. The City and the School District agree to provide solicitor services to the Commission as an in kind contribution as needed.

#### 8. Cash Contributions.

- (a) First Year Operating Budget. In addition to the in kind contributions as set forth in paragraph 7 hereof, the City and the School District agree to contribute to the Commission in accordance with its budget, the amounts of cash as are necessary to fund the first year operation of the Commission.
  - (1) The City shall contribute \$650,000.
  - (2) The School District shall contribute an amount determined by the following formula:  $\text{Annual Contribution} = \$8.50 \times \text{ADM}$ . ADM is the average daily membership of pupils for the preceding fiscal year as reported by the School District to the Pennsylvania Department of Education.
  - (3) In each year thereafter, the City and the School District contribution amount shall be determined in accordance with paragraph 6 hereof.
- (b) Cash Contribution Payments. The City and the School District shall make payments to the Commission in four (4) equal installments at the beginning of each quarter (January, April, July and October).

#### 9. Insurance.

- (a) Liability Insurance. The City and the School District shall obtain and maintain liability insurance which names the Commission, its directors, officers, employees and agents as named insured with respect to the Commission's duties and activities with limits not less than \$1,000,000 per occurrence for injury or damage to persons or property.
- (b) Casualty Loss Insurance. The City and the School District shall each maintain with respect to their respective property, such casualty loss insurance as they shall deem

appropriate. All such insurance shall contain waiver of subrogation rights against the City, School District or Commission as applicable.

- (c) Directors and Officers Insurance. The Commission shall obtain and maintain public officials “directors and officers” insurance coverage for its members.

#### 10. Effective Date, Term – Termination.

- (a) Effective Date and Term. This Agreement shall be effective July 1, 2011 and shall be for a term of five (5) calendar years ending December 31, 2016. The City and the School District may not withdraw from this Agreement during the five (5)-year term of the Agreement. This Agreement shall continue in full force and effect and shall be automatically self-renewed year-to-year thereafter except as otherwise provided in this Agreement.
- (b) Withdrawal. After the initial five (5)-year term, the City and the School District may withdraw from the terms of this Agreement at the end of any calendar year by giving written notice of such withdrawal to the other participant and the Commission one (1) year before the proposed withdrawal date. Any funds contributed by a withdrawing participant shall be retained by the Commission. Withdrawal from this Agreement must be approved by a majority of the voting members of the governing body of the participant which desires to withdraw, voted at a public meeting in accordance with the requirements of the Pennsylvania Sunshine Act and any other applicable laws.
- (c) Expansion. Additional partners may become a participant in this Agreement at the beginning of any calendar year with a majority approval of the City and the School District and upon written agreement of the additional participant to be bound by the terms and conditions of the Agreement. The additional participant will be expected to contribute to the funding of the Commission in accordance with a formula to be determined by the City and the School District.
- (d) Dissolution. In case of dissolution of the Commission by mutual consent of the City and the School District hereto, the equipment, materials, supplies, and capital assets of the Commission that remain shall be distributed to the City and the School District in proportion to the cumulative contributions of the City and the School District from the date of this Agreement to the time of dissolution.

#### 11. Amendment. This Agreement shall not be amended or altered except in writing duly approved by and signed on behalf of the City and the School District.

12. Entire Agreement. This Agreement constitutes the entire contract by the City and the School District, and there are no other understandings, oral or written, relating to the subject matter hereof.

13. Governing Law. This Agreement shall be governed by the Laws of the Commonwealth of Pennsylvania. This Agreement is adopted pursuant to the Act, and the City and the School District shall take all necessary steps under the Act to comply with the same.

14. Further Action. The City and the School District agree to take all action necessary to carry forth the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

CITY OF READING

By: \_\_\_\_\_

Attest: \_\_\_\_\_  
(CITY SEAL)

READING SCHOOL DISTRICT

By: \_\_\_\_\_

Attest: \_\_\_\_\_  
(SCHOOL DISTRICT SEAL)

**April 8, 2011**

Brecknock Township  
Cumru Township  
Mohnton Borough  
City of Reading  
Shillington Borough  
Spring Township  
West Reading Borough  
Wyomissing Borough

Re: Wyomissing Creek MS4 Requirements

Dear Public Official:

For over six months, representatives of the MS4 municipalities within the Wyomissing Creek watershed have been meeting to evaluate the potential impacts of the much anticipated MS4 NPDES Permit revision. Recently an informational “final draft” of the permit application and program has been released and will be considered by DEP’s Watershed Advisory Board in mid April. Based upon the initial review of this document, it is clear that each MS4 municipality within the Wyomissing Creek watershed will face an increased burden related to compliance with the new regulations. Much attention has been focused on the general permits which most municipalities have for MS4, however we in the Wyomissing Creek watershed have individual permits due to the creek’s designation by PA DEP.

In the absence of the specific permit requirements, the group has relied on the published, but unapproved, draft permit application. Based upon that information, each MS4 municipality will have an obligation to significantly reduce sediment deposition into the Wyomissing Creek. The foundation for the sediment reduction requirement is a Study completed in 2004 which identified the Wyomissing Creek as an “impaired” stream. The Study concluded that the impairment is the result of a higher than appropriate level of sediment which impedes the propagation of macro-invertebrate species that support the indigenous trout population. In plain speak, the bugs that the trout feed upon cannot survive because of the cloudy water in the creek. The study, relying on analytical data and modeling from 1989 to 1994, goes on to identify construction, agriculture and stream bank erosion as the primary sources of this sediment. Since the agricultural areas are almost totally outside of the MS4 permitting area, it is believed that the permitted municipalities can have little impact on that sediment without the Berks County Conservation District’s cooperation in reviewing the farms’ conservation and nutrient management plans and agricultural best management practices. By far, the largest contributor of sediment identified is stream bank erosion. Evidence of this can be seen along much of the creek’s length where bare – unvegetated - eroded stream bank slopes are exposed to routine flow during even moderate storm events. Further, the study goes on to assign required percentage reductions of sediment related to each contributing source. It is

currently unknown to what extent each municipality will be obligated to achieve total compliance with the percentage reduction goals or when PA DEP will begin enforcing for non-compliance. However, it is clear that compliance in many areas individually will be costly and potentially unattainable making it prudent for the involved municipalities to plan and work together for long-term compliance.

With that overview, it is believed that a watershed based approach to the problem and each municipality's MS4 obligations will allow for more effective use of resources and make compliance with the anticipated regulations more achievable. That is, collectively making strategic improvements throughout the watershed will allow the municipalities as a group to work smarter and at a reduced cost to achieve measureable improvements. It should be noted that informal communication with DEP staff has implied that this cooperative approach will be favorably viewed by the Department.

The group's intent at this time in the process is to get a jump on planning for what seems likely to be required by developing a common strategy for the entire watershed. Municipalities within the watershed have already endorsed two study grants being pursued by the Berks County Conservation District which could provide significant input to our collective efforts. The first of these, the Surface Water Assessment study has been authorized and was initially funded, but funding may now be in question due to budget cuts. Announcement of funding approval for the second grant, a Coldwater Heritage Study Grant, is anticipated in April.

Collectively, it is believed that a logical next step is to meet with DEP to discuss our approach and seek whatever guidance they can provide. Admittedly, initial feedback from DEP may be limited due to the lack of a final permit format, but there is believed to be a real value in at least engaging in discussions with DEP to get their reactions and the give them the confidence that collectively, the Wyomissing Creek municipalities are seriously engaged in trying to achieve a watershed based solution.

The purpose of this letter is to encourage participating municipalities to formalize this association to further study a watershed based solution. To that end, we are suggesting that each municipality designate a representative to meet and participate in formal dialogue regarding issues such as organizational structure, individual responsibilities, cost sharing and the like. Clearly, there are many details that need to be worked out, but we believe that there is real value in working together. Certainly, no municipality has money lying around, but compliance with the pending regulations in whatever form will cost each municipality far more to "go it alone" than if our municipalities work together.

As stewards of public monies, you probably question the apparent duplication of efforts with the PA Stormwater Coalition (formerly the Montgomery County Stormwater Coalition) which most, if not all, of the Wyomissing Creek municipalities have joined. There is a clear difference in mission related to the Coalition's compared to what the Wyomissing Creek group is attempting to accomplish. The Coalition's mission is to influence the regulatory scope, municipal responsibility, and legal interpretation of the actual permit requirements that are being developed by PA DEP as required by US EPA. The Wyomissing Creek group is solely

focused on developing a watershed based solution for compliance with the pending regulations. The two stormwater groups have very worthy but clearly different goals.

This letter has been jointly composed and endorsed by the engineering representatives of the municipalities within the watershed. We encourage each municipality to dialogue with your engineer to address any concerns or questions that you may have.

Very truly yours,

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